

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
SOUTHERN DIVISION

MELANIE KOTLARSZ, on behalf of  
herself and all others similarly situated,

Plaintiff,

v.

INTEGRITY VEHICLE SERVICES, INC.

Defendant.

Case No. 8:24-cv-00569-FWS-JDE

STIPULATED PROTECTIVE  
ORDER REGARDING  
CONFIDENTIALITY

Based on the parties' Stipulation (Dkt. 47) and for good cause shown, the Court finds and orders as follows.

1. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary or private information for which special protection from public disclosure and from use for any purpose other than pursuing this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to

1 discovery and that the protection it affords from public disclosure and use extends  
2 only to the limited information or items that are entitled to confidential treatment  
3 under the applicable legal principles.

4       2.     GOOD CAUSE STATEMENT

5       This action is likely to involve trade secrets, customer and pricing lists and  
6 other valuable research, development, commercial, financial, technical and/or  
7 proprietary information for which special protection from public disclosure and  
8 from use for any purpose other than prosecution of this action is warranted. Such  
9 confidential and proprietary materials and information consist of, among other  
10 things, confidential business or financial information, information regarding  
11 confidential business practices, or other confidential research, development, or  
12 commercial information (including information implicating privacy rights of third  
13 parties), information otherwise generally unavailable to the public, or which may  
14 be privileged or otherwise protected from disclosure under state or federal statutes,  
15 court rules, case decisions, or common law. Accordingly, to expedite the flow of  
16 information, to facilitate the prompt resolution of disputes over confidentiality of  
17 discovery materials, to adequately protect information the parties are entitled to  
18 keep confidential, to ensure that the parties are permitted reasonable necessary uses  
19 of such material in preparation for and in the conduct of trial, to address their  
20 handling at the end of the litigation, and serve the ends of justice, a protective order  
21 for such information is justified in this matter. It is the intent of the parties that  
22 information will not be designated as confidential for tactical reasons and that  
23 nothing be so designated without a good faith belief that it has been maintained in  
24 a confidential, non-public manner, and there is good cause why it should not be  
25 part of the public record of this case.

26       3.     ACKNOWLEDGMENT OF UNDER SEAL FILING PROCEDURE

27       The parties further acknowledge, as set forth in Section 14.3, below, that this  
28 Stipulated Protective Order does not entitle them to file confidential information

1 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed  
2 and the standards that will be applied when a party seeks permission from the court  
3 to file material under seal. There is a strong presumption that the public has a right  
4 of access to judicial proceedings and records in civil cases. In connection with non-  
5 dispositive motions, good cause must be shown to support a filing under seal. *See*  
6 *Kamakana v. City and County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006),  
7 *Phillips v. Gen. Motors Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-*  
8 *Welbon v. Sony Electronics, Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even  
9 stipulated protective orders require good cause showing), and a specific showing of  
10 good cause or compelling reasons with proper evidentiary support and legal  
11 justification, must be made with respect to Protected Material that a party seeks to  
12 file under seal. The parties' mere designation of Disclosure or Discovery Material  
13 as CONFIDENTIAL does not— without the submission of competent evidence by  
14 declaration, establishing that the material sought to be filed under seal qualifies as  
15 confidential, privileged, or otherwise protectable—constitute good cause.

16 Further, if a party requests sealing related to a dispositive motion or trial,  
17 then compelling reasons, not only good cause, for the sealing must be shown, and  
18 the relief sought shall be narrowly tailored to serve the specific interest to be  
19 protected. *See Pintos v. Pacific Creditors Ass'n.*, 605 F.3d 665, 677-79 (9th Cir.  
20 2010). For each item or type of information, document, or thing sought to be filed  
21 or introduced under seal, the party seeking protection must articulate compelling  
22 reasons, supported by specific facts and legal justification, for the requested sealing  
23 order. Again, competent evidence supporting the application to file documents  
24 under seal must be provided by declaration.

25 Any document that is not confidential, privileged, or otherwise protectable  
26 in its entirety will not be filed under seal if the confidential portions can be  
27 redacted. If documents can be redacted, then a redacted version for public  
28 viewing, omitting only the confidential, privileged, or otherwise protectable

portions of the document, shall be filed. Any application that seeks to file documents under seal in their entirety should include an explanation of why redaction is not feasible.

4. DEFINITIONS

4.1 Action: *Melanie Kotlarsz v. Integrity Vehicle Services, Inc.*, 8:24-cv-00569-FWS-JDE (C.D. Cal.).

4.2 Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

4.3 “CONFIDENTIAL” Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

4.4 Counsel: Outside Counsel of Record and House Counsel (as well as their support staff).

4.5 Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

4.6 Disclosure or Discovery Material: all items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery.

4.7 Expert: a person with specialized knowledge or experience in a matter pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant in this Action.

4.8 House Counsel: attorney-employees of a party to this Action. House Counsel does not include Outside Counsel of Record or any other outside counsel.

4.9 Non-Party: any natural person, partnership, corporation, association or other legal entity not named as a Party to this action.

1 4.10 Outside Counsel of Record: attorneys who are not employees of a  
2 party to this Action but are retained to represent a party to this Action and have  
3 appeared in this Action on behalf of that party or are affiliated with a law firm that  
4 has appeared on behalf of that party, and includes support staff.

5 4.11 Party: a party to this Action, including officers, directors, employees,  
6 consultants, retained experts, and Outside Counsel of Record (and support staffs).

7 4.12 Producing Party: a Party or Non-Party that produces Disclosure or  
8 Discovery Material in this Action.

9 4.13 Professional Vendors: persons or entities that provide litigation  
10 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
11 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
12 and their employees and subcontractors.

13 4.14 Protected Material: any Disclosure or Discovery Material that is  
14 designated as “CONFIDENTIAL.”

15 4.15 Receiving Party: a Party that receives Disclosure or Discovery  
16 Material from a Producing Party.

17 5. SCOPE

18 The protections conferred by this Stipulation and Order cover not only  
19 Protected Material (as defined above), but also (1) any information copied or  
20 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
21 compilations of Protected Material; and (3) any testimony, conversations, or  
22 presentations by Parties or their Counsel that might reveal Protected Material.

23 Any use of Protected Material at trial shall be governed by the orders of the  
24 trial judge and other applicable authorities. This Order does not govern the use of  
25 Protected Material at trial.

26 6. DURATION

27 Once a case proceeds to trial, information that was designated as  
28 CONFIDENTIAL or maintained pursuant to this protective order used or

1 introduced as an exhibit at trial becomes public and will be presumptively  
2 available to all members of the public, including the press, unless compelling  
3 reasons supported by specific factual findings to proceed otherwise are made to the  
4 trial judge in advance of the trial. *See Kamakana*, 447 F.3d at 1180-81  
5 (distinguishing “good cause” showing for sealing documents produced in  
6 discovery from “compelling reasons” standard when merits-related documents are  
7 part of court record). Accordingly, the terms of this protective order do not extend  
8 beyond the commencement of the trial.

9       7.     DESIGNATING PROTECTED MATERIAL

10       7.1   Exercise of Restraint and Care in Designating Material for  
11           Protection. Each Party or Non-Party that designates information or  
12 items for protection under this Order must take care to limit any such designation  
13 to specific material that qualifies under the appropriate standards. The Designating  
14 Party must designate for protection only those parts of material, documents, items  
15 or oral or written communications that qualify so that other portions of the  
16 material, documents, items or communications for which protection is not  
17 warranted are not swept unjustifiably within the ambit of this Order.

18       Mass, indiscriminate or routinized designations are prohibited. Designations  
19 that are shown to be clearly unjustified or that have been made for an improper  
20 purpose (e.g., to unnecessarily encumber the case development process or to  
21 impose unnecessary expenses and burdens on other parties) may expose the  
22 Designating Party to sanctions.

23       If it comes to a Designating Party’s attention that information or items that it  
24 designated for protection do not qualify for protection, that Designating Party must  
25 promptly notify all other Parties that it is withdrawing the inapplicable designation.

26       7.2   Manner and Timing of Designations. Except as otherwise provided in  
27 this Order, or as otherwise stipulated or ordered, Disclosure of Discovery Material  
28 that qualifies for protection under this Order must be clearly so designated before

1 the material is disclosed or produced.

2 Designation in conformity with this Order requires: (a) for information in  
3 documentary form (e.g., paper or electronic documents, but excluding transcripts  
4 of depositions or other pretrial or trial proceedings), that the Producing Party affix  
5 at a minimum, the legend “CONFIDENTIAL” (hereinafter “CONFIDENTIAL  
6 legend”), to each page that contains protected material. If only a portion of the  
7 material on a page qualifies for protection, the Producing Party also must clearly  
8 identify the protected portion(s) (e.g., by making appropriate markings in the  
9 margins).

10 A Party or Non-Party that makes original documents available for inspection  
11 need not designate them for protection until after the inspecting Party has indicated  
12 which documents it would like copied and produced. During the inspection and  
13 before the designation, all of the material made available for inspection shall be  
14 deemed “CONFIDENTIAL.” After the inspecting Party has identified the  
15 documents it wants copied and produced, the Producing Party must determine  
16 which documents, or portions thereof, qualify for protection under this Order.  
17 Then, before producing the specified documents, the Producing Party must affix  
18 the “CONFIDENTIAL legend” to each page that contains Protected Material. If  
19 only a portion of the material on a page qualifies for protection, the Producing  
20 Party also must clearly identify the protected portion(s) (e.g., by making  
21 appropriate markings in the margins).

22 (b) for testimony given in depositions that the Designating Party  
23 identifies the Disclosure or Discovery Material on the record, before the close of  
24 the deposition all protected testimony.

25 (c) for information produced in some form other than documentary  
26 and for any other tangible items, that the Producing Party affix in a prominent  
27 place on the exterior of the container or containers in which the information is  
28 stored the legend “CONFIDENTIAL.” If only a portion or portions of the

1 information warrants protection, the Producing Party, to the extent practicable,  
2 shall identify the protected portion(s).

3 7.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
4 failure to designate qualified information or items does not, standing alone, waive  
5 the Designating Party's right to secure protection under this Order for such  
6 material. Upon timely correction of a designation, the Receiving Party must make  
7 reasonable efforts to assure that the material is treated in accordance with the  
8 provisions of this Order.

9 8. CHALLENGING CONFIDENTIALITY DESIGNATIONS

10 8.1. Timing of Challenges. Any Party or Non-Party may challenge a  
11 designation of confidentiality at any time that is consistent with the Court's  
12 Scheduling Order.

13 8.2 Meet and Confer. The Challenging Party shall initiate the dispute  
14 resolution process under Local Rule 37-1 et seq.

15 8.3 Joint Stipulation. Any challenge submitted to the Court shall be via a  
16 joint stipulation pursuant to Local Rule 37-2.

17 8.4 The burden of persuasion in any such challenge proceeding shall be on  
18 the Designating Party. Frivolous challenges, and those made for an improper  
19 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
20 parties) may expose the Challenging Party to sanctions. Unless the Designating  
21 Party has waived or withdrawn the confidentiality designation, all parties shall  
22 continue to afford the material in question the level of protection to which it is  
23 entitled under the Producing Party's designation until the Court rules on the  
24 challenge.

25 9. ACCESS TO AND USE OF PROTECTED MATERIAL

26 9.1 Basic Principles. A Receiving Party may use Protected Material that  
27 is disclosed or produced by another Party or by a Non-Party in connection with this  
28 Action only for prosecuting, defending or attempting to settle this Action. Such



1 Protected Material may be disclosed only to the categories of persons and under  
2 the conditions described in this Order. When the Action has been terminated, a  
3 Receiving Party must comply with the provisions of section 15 below (FINAL  
4 DISPOSITION).

5 Protected Material must be stored and maintained by a Receiving Party at a  
6 location and in a secure manner that ensures that access is limited to the persons  
7 authorized under this Order.

8 9.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
9 otherwise ordered by the court or permitted in writing by the Designating Party, a  
10 Receiving Party may disclose any information or item designated  
11 “CONFIDENTIAL” only to:

12 (a) the Receiving Party’s Outside Counsel of Record in this Action, as  
13 well as employees of said Outside Counsel of Record to whom it is reasonably  
14 necessary to disclose the information for this Action;

15 (b) the officers, directors, and employees (including House Counsel)  
16 of the Receiving Party to whom disclosure is reasonably necessary for this Action;

17 (c) Experts (as defined in this Order) of the Receiving Party to whom  
18 disclosure is reasonably necessary for this Action and who have signed the  
19 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

20 (d) the court and its personnel;

21 (e) court reporters and their staff;

22 (f) professional jury or trial consultants, mock jurors, and Professional  
23 Vendors to whom disclosure is reasonably necessary for this Action and who have  
24 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

25 (g) the author or recipient of a document containing the information or  
26 a custodian or other person who otherwise possessed or knew the information;

27 (h) during their depositions, witnesses, and attorneys for witnesses, in  
28 the Action to whom disclosure is reasonably necessary provided: (1) the deposing

1 party requests that the witness sign the form attached as Exhibit A hereto; and (2)  
2 they will not be permitted to keep any confidential information unless they sign the  
3 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise  
4 agreed by the Designating Party or ordered by the court. Pages of transcribed  
5 deposition testimony or exhibits to depositions that reveal Protected Material may  
6 be separately bound by the court reporter and may not be disclosed to anyone  
7 except as permitted under this Stipulated Protective Order; and

8 (i) any mediators or settlement officers and their supporting personnel,  
9 mutually agreed upon by any of the parties engaged in settlement discussions.

10 10. PROTECTED MATERIAL SUBPOENAED OR ORDERED  
11 PRODUCED IN OTHER LITIGATION

12 If a Party is served with a subpoena or a court order issued in other litigation  
13 that compels disclosure of any information or items designated in this Action as  
14 “CONFIDENTIAL,” that Party must:

15 (a) promptly notify in writing the Designating Party. Such notification  
16 shall include a copy of the subpoena or court order;

17 (b) promptly notify in writing the party who caused the subpoena or  
18 order to issue in the other litigation that some or all of the material covered by the  
19 subpoena or order is subject to this Protective Order. Such notification shall  
20 include a copy of this Stipulated Protective Order; and

21 (c) cooperate with respect to all reasonable procedures sought to be  
22 pursued by the Designating Party whose Protected Material may be affected. If the  
23 Designating Party timely seeks a protective order, the Party served with the  
24 subpoena or court order shall not produce any information designated in this action  
25 as “CONFIDENTIAL” before a determination by the court from which the  
26 subpoena or order issued, unless the Party has obtained the Designating Party’s  
27 permission. The Designating Party shall bear the burden and expense of seeking  
28 protection in that court of its confidential material and nothing in these provisions

1 should be construed as authorizing or encouraging a Receiving Party in this Action  
2 to disobey a lawful directive from another court.

3 11. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO  
4 BE PRODUCED IN THIS LITIGATION

5 (a) The terms of this Order are applicable to information produced by  
6 a Non-Party in this Action and designated as "CONFIDENTIAL." Such  
7 information produced by Non-Parties in connection with this litigation is protected  
8 by the remedies and relief provided by this Order. Nothing in these provisions  
9 should be construed as prohibiting a Non-Party from seeking additional  
10 protections.

11 (b) In the event that a Party is required, by a valid discovery request,  
12 to produce a Non-Party's confidential information in its possession, and the Party  
13 is subject to an agreement with the Non-Party not to produce the Non-Party's  
14 confidential information, then the Party shall:

15 (1) promptly notify in writing the Requesting Party and the Non-Party  
16 that some or all of the information requested is subject to a confidentiality  
17 agreement with a Non-Party;

18 (2) promptly provide the Non-Party with a copy of the Stipulated  
19 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
20 specific description of the information requested; and

21 (3) make the information requested available for inspection by the  
22 Non-Party, if requested.

23 (c) If the Non-Party fails to seek a protective order from this court  
24 within 14 days of receiving the notice and accompanying information, the  
25 Receiving Party may produce the Non-Party's confidential information responsive  
26 to the discovery request. If the Non-Party timely seeks a protective order, the  
27 Receiving Party shall not produce any information in its possession or control that  
28 is subject to the confidentiality agreement with the Non-Party before a

determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

12. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the “Acknowledgment an Agreement to Be Bound” attached hereto as Exhibit A.

13. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the court.

14. MISCELLANEOUS

14.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

1           14.2 Right to Assert Other Objections. By stipulating to the entry of this  
2 Protective Order, no Party waives any right it otherwise would have to object to  
3 disclosing or producing any information or item on any ground not addressed in  
4 this Stipulated Protective Order. Similarly, no Party waives any right to object on  
5 any ground to use in evidence of any of the material covered by this Protective  
6 Order.

7           14.3 Filing Protected Material. A Party that seeks to file under seal any  
8 Protected Material must comply with Local Civil Rule 79-5. Protected Material  
9 may only be filed under seal pursuant to a court order authorizing the sealing of the  
10 specific Protected Material. If a Party's request to file Protected Material under  
11 seal is denied by the court, then the Receiving Party may file the information in the  
12 public record unless otherwise instructed by the court.

13           15. FINAL DISPOSITION


14           After the final disposition of this Action, as defined in paragraph 6, within  
15 60 days of a written request by the Designating Party, each Receiving Party must  
16 return all Protected Material to the Producing Party or destroy such material. As  
17 used in this subdivision, "all Protected Material" includes all copies, abstracts,  
18 compilations, summaries, and any other format reproducing or capturing any of the  
19 Protected Material. Whether the Protected Material is returned or destroyed, the  
20 Receiving Party must submit a written certification to the Producing Party (and, if  
21 not the same person or entity, to the Designating Party) by the 60-day deadline that  
22 (1) identifies (by category, where appropriate) all the Protected Material that was  
23 returned or destroyed and (2) affirms that the Receiving Party has not retained any  
24 copies, abstracts, compilations, summaries or any other format reproducing or  
25 capturing any of the Protected Material. Notwithstanding this provision, Counsel  
26 are entitled to retain an archival copy of all pleadings, motion papers, trial,  
27 deposition, and hearing transcripts, legal memoranda, correspondence, deposition  
28 and trial exhibits, expert reports, attorney work product, and consultant and expert

1 work product, even if such materials contain Protected Material. Any such archival  
2 copies that contain or constitute Protected Material remain subject to this  
3 Protective Order as set forth in Section 6 (DURATION).

4 16. VIOLATION

5 Any violation of this Order may be punished by appropriate measures  
6 including, without limitation, contempt proceedings and/or monetary sanctions.  
7 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

8  
9 DATED: September 17, 2024

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12 JOHN D. EARLY  
13 United States Magistrate Judge  
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**EXHIBIT A**  
**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [name], of \_\_\_\_\_

\_\_\_\_\_  
[address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issue by the United States District Court for the Central District of California on September 17, 2024, in the case of *Melanie Kotlarsz v. Integrity Vehicle Services, Inc.*, 8:24-cv-00569-FWS-JDE (C.D. Cal.). I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint \_\_\_\_\_ [name] of \_\_\_\_\_

\_\_\_\_\_  
[address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_